

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corinthian Colleges, Inc.		05/17/2012	CORPORATION: DELAWARE
Heald College, LLC		05/17/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	800 Fifth Avenue, Floor 17
Internal Address:	WA1-501-17-32
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3495455	BRUTE HORSEPOWER SHOOTOUT
Registration Number:	3075083	BRYMAN COLLEGE
Registration Number:	3113380	BRYMAN INSTITUTE
Registration Number:	2611170	CCI
Registration Number:	2641500	CCI
Registration Number:	2839813	CORINTHIAN COLLEGES, INC.
Registration Number:	2850479	
Registration Number:	3566043	DO IT. GET IT. USE IT.
Registration Number:	3557467	EVEREST
Registration Number:	2798638	EVEREST COLLEGE
Registration Number:	3160534	EVEREST COLLEGE ONLINE
Registration Number:	3209177	EVEREST INSTITUTE

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Registration Number:	3160533	EVEREST ONLINE
Registration Number:	3478178	EVEREST UNIVERSITY
Registration Number:	3599409	FOR LIFE
Registration Number:	3781693	I'D RATHER BE WRENCHIN
Registration Number:	3052077	NATIONAL INSTITUTE OF TECHNOLOGY
Registration Number:	3052076	NATIONAL SCHOOL OF TECHNOLOGY
Registration Number:	3772409	TURN PRO AT WYOTECH
Registration Number:	2838087	WYOTECH
Registration Number:	2711192	GET IN. GET OUT. GET AHEAD.
Registration Number:	3600788	HEALD
Registration Number:	2573598	HEALD COLLEGE
Registration Number:	3323367	H

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ejpalmer@mayerbrown.com,
driley@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Patrick Tierney

Address Line 1: PO Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:

Patrick Tierney

Signature:

/PT/

Date:

05/25/2012

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2012 (this "Agreement"), is made by Corinthian Colleges, Inc., a Delaware corporation (the "Domestic Borrower") and Heald College, LLC, a California limited liability company (each individually, a "Grantor" and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as the Domestic Administrative Agent (together with its successor(s) thereto in such capacity, the "Domestic Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, the Domestic Borrower, Everest Colleges Canada, Inc., a Canadian corporation (the "Canadian Borrower" and together with the Domestic Borrower, collectively the "Borrowers"), various lenders and Bank of America, N.A., as administrative agent for such lenders have entered into that certain Third Amended and Restated Credit Agreement dated as of September 30, 2009 (the "Existing Credit Agreement");

WHEREAS, the Borrowers, various financial institutions (the "Lenders"), Bank of America, as administrative agent for the Lenders (in such capacity, the "Domestic Administrative Agent") and Bank of America, N.A., acting through its Canada Branch, as Canadian administrative agent for the Lenders (in such capacity, the "Canadian Administrative Agent" and together with the Domestic Administrative Agent, the "Administrative Agents"), have agreed to amend and restate the Existing Credit Agreement pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of May 17, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have, among other things, and subject to the terms and conditions set forth in the Credit Agreement, agreed to amend and restate the Existing Credit Agreement and to make Loans, Acceptances and Letters of Credit available to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Domestic Pledge and Security Agreement, dated as of May 17, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Domestic Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Domestic Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;
- (b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License");
- (c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);
- (d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and
- (e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items as excluded pursuant to Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Domestic Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and the corresponding office(s) in Canada. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Domestic Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Domestic

Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Domestic Guarantor. Upon any such Disposition, other permitted transaction or termination, the Domestic Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Domestic Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Domestic Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

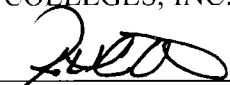
SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.


* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

CORINTHIAN COLLEGES, INC.

By: 
Name: Robert C. Owen
Title: Executive Vice President and Chief
Financial Officer

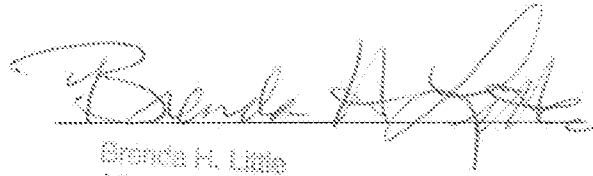
HEALD COLLEGE, LLC

By: 
Name: Robert C. Owen
Title: Chief Accounting Officer

[Domestic Trademarks Security Agreement]

BANK OF AMERICA, N.A.,
as Domestic Administrative Agent

By:
Name:
Title:




Brenda H. Little
Vice President

[Domestic Trademarks Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	Registrant
CORINTHIAN COLLEGES, INC.	Canada	1193691	10/22/2003	TMA665019	5/26/2006	Registered	Corinthian Colleges, Inc.
CORINTHIAN SCHOOLS, INC.	Canada	1193692	10/22/2003	TMA665020	5/26/2006	Registered	Corinthian Colleges, Inc.
NIT	Canada	1193689	10/22/2003	TMA670822	8/22/2006	Registered	Corinthian Colleges, Inc.
BRUTE HORSEPOWER SHOOTOUT	U.S. Federal	77381303	1/25/2008	3495455	9/2/2008	Registered	Corinthian Colleges, Inc.
BRYMAN COLLEGE	U.S. Federal	76510512	4/30/2003	3075083	4/4/2006	Registered	Corinthian Colleges, Inc.
BRYMAN INSTITUTE	U.S. Federal	76510517	4/30/2003	3113380	7/11/2006	Registered	Corinthian Colleges, Inc.
CCI	U.S. Federal	75756295	7/26/1999	2611170	8/27/2002	Registered	Corinthian Colleges, Inc.

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	Registrant
CCI 	U.S. Federal	75756981	7/26/1999	2641500	10/29/2002	Registered	Corinthian Colleges, Inc.
CORINTHIAN COLLEGES, INC.	U.S. Federal	76508758	4/22/2003	2839813	5/11/2004	Registered	Corinthian Colleges, Inc.
Design Only 	U.S. Federal	76512146	5/6/2003	2850479	6/8/2004	Registered	Corinthian Colleges, Inc.
DO IT. GET IT. USE IT.	U.S. Federal	78936397	7/24/2006	3566043	1/20/2009	Registered	Corinthian Colleges, Inc.
EVEREST	U.S. Federal	77510013	6/27/2008	3557467	1/6/2009	Registered	Corinthian Colleges, Inc.
EVEREST COLLEGE	U.S. Federal	76349556	12/17/2001	2798638	12/23/2003	Registered	Corinthian Colleges, Inc.
EVEREST COLLEGE ONLINE	U.S. Federal	78557334	1/31/2005	3160534	10/17/2006	Registered	Corinthian Colleges, Inc.
EVEREST INSTITUTE	U.S. Federal	78875491	5/3/2006	3209177	2/13/2007	Registered	Corinthian Colleges, Inc.

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	Registrant
EVEREST ONLINE	U.S. Federal	78557331	1/31/2005	3160533	10/17/2006	Registered	Corinthian Colleges, Inc.
EVEREST UNIVERSITY	U.S. Federal	78870431	4/26/2006	3478178	7/29/2008	Registered	Corinthian Colleges, Inc.
FOR LIFE	U.S. Federal	77279782	9/14/2007	3599409	3/31/2009	Registered	Corinthian Colleges, Inc.
I'D RATHER BE WRENCHIN	U.S. Federal	77381297	1/25/2008	3781693	4/27/2010	Registered	Corinthian Colleges, Inc.
NATIONAL INSTITUTE OF TECHNOLOGY	U.S. Federal	76510511	4/30/2003	3052077	1/31/2006	Registered	Corinthian Colleges, Inc.
NATIONAL SCHOOL OF TECHNOLOGY	U.S. Federal	76510509	4/30/2003	3052076	1/31/2006	Registered	Corinthian Colleges, Inc.
TURN PRO AT WYOTECH	U.S. Federal	77478059	5/19/2008	3772409	4/6/2010	Registered	Corinthian Colleges, Inc.
WYOTECH	U.S. Federal	76510506	4/30/2003	2838087	5/4/2004	Registered	Corinthian Colleges, Inc.
GET IN. GET OUT. GET AHEAD	U.S. Federal	76419593	6/12/2002	2711192	4/29/2003	Registered	Heald College, LLC
HEALD	U.S. Federal	76692477	8/29/2008	3600788	4/7/2009	Registered	Heald College, LLC
HEALD COLLEGE	U.S. Federal	76308530	9/4/2001	2573598	9/4/2001	Registered	Heald College, LLC

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status	Registrant
WORD AND DESIGN	U.S. Federal	77107670	2/14/2007	3323367	10/30/2007	Registered	Heald College, LLC

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